

Residential Tenancies Tribunal

Application 2025-1003-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:50 p.m. on 16-December-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference. [REDACTED] was added as an applicant; however, he was not in attendance.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference. [REDACTED] attended as a support person for the respondent.

Preliminary Matters

4. The landlord submitted an affidavit with his application stating that he had served the hearing documents to the tenant personally at the residential premises on 1-December-2025 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a written month-to-month rental agreement which commenced on 1-September-2024. Rent is \$800.00 per month, due on the first day of each month. A security deposit of \$400.00 was paid on 1-September-2024 and is in the landlord’s possession.
6. Post hearing evidence was requested to determine the dimensions of the unit.

Issues before the Tribunal

7. The landlord is seeking:
 - An order for vacant possession of rented premises
 - Compensation paid for damages \$7000.00
 - Hearing expenses \$20.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 22: Notice where tenant’s obligation is not met and Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy. Also,

relevant and considered in this decision are the following sections of the *Residential Tenancies Policy: Section 9-3: Compensation for damages to rental premises, Section 9-5: Depreciation and life expectancy of property, and Section 12-1: Recovery of costs.*

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

10. The landlord submitted a copy of a termination notice with cause under Section 22: Notice where tenant's obligation is not met and Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy. The notice is signed and dated for 1-October-2025, with a termination date of 6-October-2025 (LL#2).

Analysis

11. Section 22 and Section 24 of the *Residential Tenancies Act, 2018* states:

The tenant is required to move out not less than 5 days after the notice has been served.

12. In accordance with Sections 22 and 24 of the *Act* as stated above, the landlord failed to provide the proper timeframe to vacate the premises and as such, the termination notice with cause is not a valid notice and was not further analyzed.

Decision

13. The landlord's claim for an order for vacant possession of the rented premises does not succeed.

Issue # 2: Compensation paid for Damages \$7000.00

Relevant Submission

14. The landlord testified that there are damages to the unit that need to be repaired / replaced, and he is seeking \$7000.00 to cover the cost. The landlord submitted a copy of a damages ledger to support the claim (LL#3). See copy of damages ledger below. **Note:** the amount on ledger is higher than amount sought on application.

Item #	Description of Damages	Compensation Claimed
E.g.	3cm x 3cm hole in bathroom wall	\$ 75.00
1	PAINT / PLASTER	3500
2		
3	REPAIR dry wall	2500
4		
5	REPLACE front door	1050

Landlord's and Tenant's Positions

15. The landlord's and the tenant's positions on each item as stated above is as follows:

Item # 1: Repair drywall, paint and plaster (\$6000.00) – The landlord testified that the entire unit had damage to the walls caused by caulking / putty and strips of duct tape everywhere which needs to be removed, repaired and then painted. The landlord is seeking \$6000.00 to cover the cost of the paint and plaster supplies plus labor to have the work completed.

The tenant did not dispute placing strips of tape on the walls, however she disputed placing caulking / putty on the walls and stated that she placed silicone on the walls which is water based and easily removable. The tenant testified that there was a hole in the hallway wall and cracks in the drywall and she stated that she wanted to keep the draft out. The tenant also stated that she offered to clean the silicone off the walls, but the landlord advised her not to touch the walls and to leave everything as is. The tenant stated that the landlord's claim for \$6000 is outrageous and she stated that she can easily remove the silicone and the tape from the walls.

Item # 2: Replace front door (\$1050.00) - The landlord testified that the front exterior door and door frame (36") was damaged by the tenant back in October 2025 when she broke it in causing severe damage to the door and splitting the door frame and he stated that the door and door frame needs to be replaced. The landlord is seeking \$1050.00 to cover the cost to replace the door and door frame.

The tenant did not dispute that she damaged the exterior door by breaking into the unit; however, she disputed that she should be responsible for the damage as the landlord had illegally locked her out of the unit and she needed to access her belongings.

Analysis

16. In accordance with *Residential Tenancies policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage;*
- *The value to repair or replace the damaged item(s)*

17. Each item is analyzed as follows:

Item # 1: Repair drywall, paint and plaster (\$6000.00) – I accept the landlord's testimony that the tenant placed strips of duct tape and silicone all over the walls, and I asked the landlord how many walls were covered with tape and silicon, and he responded that there are hundreds of strips of duct tape on at least 10-12 walls in the unit.

I accept the tenant's testimony that there was a hole in the hallway, and some cracks in the drywall; however, that does not justify placing hundreds of strips of duct tape on the walls and silicone. I accept that the tenant was willing to remove the products from the walls, however I agree with the landlord that is best to leave it to avoid further damage to the walls.

In accordance with Section 9-3 of the *Policy* as stated above, the landlord was able to show that the damage exists as the tenant did not dispute placing the tape all over the walls and he was able to show that the tenant was negligent in causing the damage. The landlord failed to show the cost to repair the damage, and without a quote or an invoice it is difficult to make an accurate determination on the cost to repair. I find that \$6000.00

appears to be high and I reached out to the landlord after the hearing to ask the dimensions of the unit so as to ensure a fair and equitable award. The landlord responded and stated that the unit is approximately 780 square feet. Research shows that the typical cost to paint the interior of a house is on average \$4.00 per square foot. This equates to \$3120.00, and I will add another \$500.00 for the cost to of labor to remove the tape and silicone and to plaster the walls for a total of \$3620.00.

I asked the landlord when the last time was the walls were painted in the unit, and he responded 3 years ago. Section 9-5 of the *Policy: Depreciation and life expectancy of property* states that interior paint has a life expectancy of 15 years, and as the paint was only 3 years old, there is approximately 80% of the paints life span remaining. I find that the tenant is responsible for the cost to repair and paint the walls in the amount of \$2896.00 (\$3620.00 x 80%).

Item # 2: Replace front door (\$1050.00) - I accept the landlord's testimony that the front door and door frame was damaged and must be replaced. I also accept the tenant's testimony that the landlord illegally locked her out; however, that does not justify breaking the door in as there are remedies to deal with landlords who illegally lock tenants out.

In accordance with Section 9-3 of the *Policy* as stated above, the landlord was able to show that the damage exists and that the tenant was negligent in causing the damage as the tenant did not dispute it. The landlord failed to show the cost to replace the exterior door and door frame, and research shows that a 35 "steel exterior door with ½ window costs approximately \$802.70 (research taken from www.homedepot.ca).

I asked the landlord the age of the door and he responded that it is 3 years old. Section 9-5 of the *Policy: Depreciation and life expectancy of property* states that exterior steel doors have a life expectancy of 20 years, and as the door was only 3 years old, there is approximately 85% of the doors life span remaining. I find that the tenant is responsible for the cost to replace the door and door frame in the amount of \$682.30 (\$802.70 x 85%).

Decision

18. The landlord's claim for compensation paid for damages succeeds in the amount of \$3578.30.

Issue # 3: Hearing expenses \$20.00

Analysis

19. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt (LL#4). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

20. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

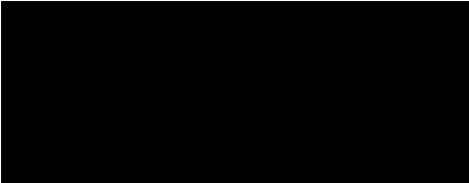
21. The landlord's claim for an order for vacant possession of the rented premises does not succeed.

22. The tenant shall pay the landlord \$3598.30 as follows:

Compensation for damages	\$3578.30
Hearing expenses	20.00
Total	\$3598.30

January 12, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office